

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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**STEVEN GUARINO,**

**Case No. 07-cv-11618**

**Plaintiff,**

**-against-**

**ANSWER**

**ROOMS.COM, INC. n/k/a WORLD  
TRAVEL HOLDINGS, HOTEL  
DISTRIBUTION NETWORK; PHOTIOS  
COUGENTAKIS a/k/a/ FRANK  
COUGENTAKIS, ADRIAN  
COPPIETERS, and GEORGE  
DEMAKOS,**

**Defendants.**

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Defendant, GEORGE DEMAKOS, by his attorneys, the **LAW OFFICES OF  
MICHAEL D. SOLOMON**, answers the Complaint herein as follows:

1. Denies knowledge and information sufficient to form a belief as to the allegations contained in the paragraph(s) of the complaint designated as paragraphs "1", "2", "4", "5", "10", "11", "12", "15", "16", "17", "19", "20", "21", "22", "23", "26", "27", "31", "34", "37", "38", "39", "41", "42", "44", "45", "46", "47", "48", "49", "50", "51", "52", "66" "112" and "124".
2. Denies each and every allegations in paragraph "3", except admits that Defendant Hotel Distribution Network Corporation ("HDN") is the predecessor company of Rooms.com.
3. Denies each and every allegation contained in the paragraph(s) of the complaint designated as paragraphs "6", "24", "29", "30", "33". "35", "40", "43", "53", "56", "59", "60", "61", "62,", "63", "64", "65", "70", "71", "72", "74", "76", "77", "78",

“79”, “81”, “83”, “84”, “85” “87”, “88”, “90”, “91”, “92”, “93”, “94”, “95”, “97”, “98”, “99”, “100”, “102”, “103”, “104”, “105”, “106”, “107”, “108”, “109”, “110”, “111”, “113”, “114”, “115”, “119”, “121”, “122”, “125”, “127”, “128”, “130”, and “131”.

4. Denies each and every allegation contained in the paragraph(s) of the complaint designated “7”, “8”, “9”, “13”, “54”, “55”, “57”, “58”, “68”, “69”, “73”, “80”, “89”, “117”, “118”, “120”, and “126”, respectfully referring all questions of law to the Court for decision at the time of trial.
5. Admits the allegation contained in the paragraph(s) of the complaint designated as paragraph “11”, “14”, and “36”.
6. Denies each and every allegations in paragraph “18”, except admits that on June 19, 2002, Hotel Discounts Network announced a name change to Hotel Distribution Network. .
7. Denies each and every allegations in paragraph “25”, except admits that in February 2003, Defendants Demakos and Coppieters voted to add Defendant Cougentakis as a director of HDN.
8. Denies each and every allegations in paragraph “28”, except admits that on information and belief, on or about February 10, 2003, HDN prepared and issued a Private Placement Memorandum. As a result, HDN secured an additional \$695,000.00 from twelve (12) investors.
9. Denies each and every allegations in paragraph “32”, except admits that on information and belief, in and around July 2003, Cougentakis held a meeting with Demakos, Coppieters and Gil Sternbacck, an HDN executive.

10. Defendants, repeat, reiterate and reallege each and every allegation set forth in paragraphs “67”, “75”, “82”, “86”, ”96”, “101”, “106”, “116”, “123”, and “129”.

#### **AFFIRMATIVE DEFENSES**

##### **STATUTE OF LIMITATIONS**

11. Plaintiff(s) claims are barred to the extent they exceed the applicable statutes of limitation.

##### **VENUE**

12. Plaintiff(s) claims are barred as this matter has been brought forth in the incorrect venue.

##### **FAILURE TO MITIGATE DAMAGES**

13. Plaintiff(s) claims for monetary relief are barred to the extent hew/she failed to mitigate his/her asserted damages.

##### **EQUITABLE DEFENSES**

14. Plaintiff(s) claims are barred to the extent they are subject to the equitable defenses of unclean hands, waiver, laches and estoppel.

##### **ADEQUATE REMEDIES AT LAW**

15. In the event that plaintiff(s) may be found to be entitled to some relief, plaintiff has adequate remedies at law.

##### **FAILURE TO STATE CAUSE OF ACTION**

16. The plaintiff(s)’ complaint fails to state a cause of action upon which relief can be granted.

**INDESPENSABLE PARTY**

17. Plaintiff(s) has failed to join an indispensable party to this suit and the complaint must be dismissed.

**FRIVOLOUS LAWSUIT**

18. That the plaintiff(s)' claims are frivolous within the meaning of the Federal Rules of Civil Practice, thereby entitling this answering defendants to costs and/or reasonable attorneys fees against the plaintiff(s).

Dated: Levittown, New York  
May 30, 2008

Yours, etc.

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